



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Agreement for "Arts & Rec at the Lake" Event and the "Ooooh Ahhh Festival"

**MEETING DATE:** May 18, 1994

**PREPARED BY:** City Attorney

**RECOMMENDED ACTION:** City Council consideration/approval of agreement with Lodi Events, Inc.

**BACKGROUND INFORMATION:** At its meeting of November 3, 1993, the City Council heard a proposal by Bob Carruesco of Gamut Productions to create a special events committee for the purpose of putting on certain events at Lodi Lake Park. Mr. Carruesco proposed a Memorial Day weekend event similar in nature to other local "theme" events such as the Asparagus Festival. He also addressed a cooperative effort between the City and the special events committee for the July 4th fireworks display.

The Council at that meeting approved the idea in concept, but directed that the committee be a separate private non-profit corporation in order to assure the City that it would incur no liability in connection with the events. The Council further required that a written agreement be brought back for final approval. That document is attached hereto for Council consideration/action (Exhibit A).


The committee was organized as a private non-profit corporation (Exhibit B) and has put together a steering committee which includes representatives from the Park & Recreation Department as well as a broad cross-section of the community (Exhibit C). The "Arts & Rec at the Lake" event is now scheduled for the end of this month, and encompasses a number of activities (Exhibit D).

The committee also proposes to coordinate and expand the fireworks display to be held July 4th. The Council has heretofore agreed that the City will contribute \$8,000.00 to the fireworks display, which is the average amount the City has spent over the last few years for the display. The committee will work to provide additional funds for fireworks or other entertainment.

Council consideration and possible action is requested.

**FUNDING:** Not applicable

Respectfully submitted,

  
Bob McNatt  
City Attorney

BM:pn

CCARTS\_REC/TXTA.01V  
APPROVED \_\_\_\_\_

THOMAS A. PETERSON  
City Manager



AGREEMENT

EXHIBIT A

FOR USE OF LODI LAKE PARK BY LODI EVENTS, INC.

FOR MEMORIAL DAY WEEKEND AND A JULY 4 DISPLAY, 1994

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of May 1994, by and between the CITY OF LODI, a municipal corporation ("City"), and LODI EVENTS, INC. ("Corporation").

W I T N E S S E T H:

WHEREAS, City is the owner of Lodi Lake Park located on Turner Road, Lodi, California; and

WHEREAS, Corporation, for the purpose of coordinating and encouraging certain local events, is desirous of obtaining exclusive use of Lodi Lake Park on the designated dates for specific purposes and the parties wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties hereto agree as follows:

1) PREMISES:

City grants to Corporation the exclusive right to the use of Lodi

Lake Park for the purpose of putting on certain special events on May 28 & 29, 1994 and July 4, 1994.

2) CONSIDERATION:

- A. In consideration for the use of such premises, Corporation agrees that it will provide all staffing, personnel, supplies and material necessary to put on events on Memorial Day weekend 1994 and the July 4th fireworks display on July 4, 1994. Lessee shall have the right to charge reasonable admission fees to such park for the purposes of raising funds to defer the costs of putting on such festival and for the benefit of various community non-profit organizations. Determination of appropriate admission charges shall be done by Corporation subject to the approval of City.
- B. Corporation shall furnish an accounting of all tickets sold and gross gate and other receipts received. This accounting shall be presented to the City Parks and Recreation Department the Friday immediately following Corporations events described in this agreement.
- C. For the purpose of putting on the fireworks display, City shall contribute \$8,000.00 for the purpose of providing Pyrotechnics for the July 4th fireworks display. Any additional sums which are required for the provision of such fireworks display shall be provided by Corporation, but in

no event shall the \$8,000.00 provided by City be used for any purpose other than the direct contracting for the provision of such pyrotechnic displays.

3) CLEANLINESS UPON SURRENDER

It is understood that Corporation will return Lodi Lake Park in as good and clean condition as when received. Corporation shall remain liable for all further and additional costs of cleanup should such premises not be surrendered in a good and generally clean condition. It is also understood that Corporation will arrange for pick up and delivery of all dumpsters or trash containers necessary for the events and for cleaning up the park afterward.

4) CONCESSIONS:

A.) It is understood that Corporation shall have the rights to all food concessions and to the dispensing or selling of beer and/or wine only. (No hard liquor may be dispensed or sold.) It shall be the responsibility of Corporation to secure, in writing, all appropriate State Alcoholic Beverage Control (ABC) licenses and other clearances necessary. Corporation shall furnish proof of such compliance to the City not later than twenty-four (24) hours prior to the holding of such events.

5) SECURITY:

It is agreed that Corporation shall provide appropriate security personnel and shall be responsible for all costs of fencing the park which shall be a requirement. The City shall provide additional police security as deemed appropriate by the City in its exclusive discretion.

6) HOLD HARMLESS/INSURANCE:

City shall, as owner of the property, be responsible for any damages arising from the condition of the property itself, or from the direct and active negligence of the City's employees and officers. Corporation shall save, defend, indemnify and hold harmless the City of Lodi, its officers and employees from all damages, costs or expenses which may arise because of damage or injury caused by Corporation, its officers, agents or employees during the course of such events. Such indemnity shall include attorney's fees. Corporation is required to carry a policy of Comprehensive General Liability insurance and Liquor Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements For Lease or Use of City of Lodi Facilities (4/93 (KE)", attached hereto as Exhibit A and incorporated herein by reference.

7) COMPLIANCE WITH LOCAL ORDINANCES:

Corporation agrees to meet security and traffic requirements as found in local codes or ordinances and to obtain all necessary

clearances or approvals from the Lodi Chief of Police or Fire Marshal prior to holding such events.

8) SANITATION:

Corporation agrees to provide all necessary sanitation facilities including port-a-pots at its sole and exclusive cost. All risk of loss or damage to any such facilities during the events shall lie or rest with Corporation.

9) PROFITS:

All profits received from admissions charged to such events (? and/or the sale of food, beverages or merchandise?) shall be allocated as follows:

1. After all legitimate expenses for such events are paid, the Corporation by way of its steering committee shall, in its sole discretion, distribute profits on the following basis:

a.) Local non-profit organizations or groups which have provided volunteers to staff the events described herein shall receive a share of the profits, to be determined by the number of volunteers each organization provided and the total hours worked.

b.) Although the Board of Directors shall have sole and exclusive discretion to determine the hourly/per capita

rate, all non-profit organizations furnishing volunteers shall receive an equal rate.

c.) After distribution of such profits to local non-profit organizations furnishing volunteers, any remaining profits shall go into the Lodi Lake revenue fund.

10) RESPONSIBILITY FOR DEBTS:

Corporation shall be solely responsible for all costs associated with the events, and shall in no way pledge the credit of the City for any goods, services or supplies used for the events described. Corporation shall not encumber nor hypothecate any City property as security for debts and shall defend and indemnify City for any and all claims by any supplier of goods, services or supplies for such events, or assignees thereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a municipal  
corporation

LODI EVENTS, INC.

\_\_\_\_\_  
THOMAS A. PETERSON  
City Manager

By \_\_\_\_\_  
DON SCHOCK  
Boardmember

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JENNIFER M. PERRIN  
City Clerk

\_\_\_\_\_  
BOB McNATT  
City Attorney

AGRARTS.REC/TXTA.01V.

CITY OF LODI

4/93  
(KE)**RISK TRANSFER REQUIREMENTS  
FOR LEASE OR USE OF CITY OF LODI FACILITIES**

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance. If hold harmless language is not contained in an agreement between the City and lessee or in an application to use City facilities, then the lessee must complete an "Agreement Assuming Risk of Injury Damage - Waiver and Release of Claims" form. Processing of applications is handled by the department responsible for the facility or equipment.
2. A duplicate or certificate of insurance shall be delivered to the City prior to use of City facilities, as set forth herein.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location of and a description of the function that it is insuring.
5. If the City has not received the certificate of insurance within seventy two (72) hours prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.



Risk Transfer Requirements, continued

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the certificate of insurance. (THE CITY OF LODI MUST BE NAMED THE ADDITIONAL INSURED, NOT HUTCHINS STREET SQUARE, PARKS AND RECREATION, OR OTHER INDIVIDUAL OR DEPARTMENT.)
9. The address of the City of Lodi must be shown along with No. 8 above, i.e., Additional Insured, City of Lodi, 221 West Pine Street, Lodi, California 95240.
10. In addition to the Additional Named Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above, and/or if the City is not named as an additional insured on the certificate of insurance, and/or if the certificate is a "claims made" certificate, not in conformance with the requirements of Paragraph 2 above, the City will not accept the certificate of insurance, and a corrected certificate of insurance must be furnished to the City prior to any use of any City facility.
14. If a correct insurance certificate and "Agreement Assuming Risk of Injury Damage" is not received by the City of Lodi at least 72 hours prior to the use of the City facilities, the City will not allow the City facilities to be used, and any agreement or contract entered into will become null and void.

Post-It™ brand fax transmittal memo 7871		# of pages > 2
To Scott E. Sison	From Bob Carruesco	
Co Lodi Parks & Rec	Co.	
Dept.	Phone #	
Fax # 333-6153	Fax #	

MAY 10, 1994

EXHIBIT B

LODI CITY COUNCIL

THIS LETTER IS TO CONFIRM THAT LODI EVENTS IS A REGISTERED NON-PROFIT 501C3 CORPORATION IN THE STATE OF CALIFORNIA. DOING BUSINESS AS LODI EVENTS, INC. CONDUCTING TWO EVENTS FOR THE CITY OF LODI; ARTS & REC AT THE LAKE AND THE OOOOH AHHHH! FESTIVAL. BOTH EVENTS WILL RECEIVE THE SUPPORT OF THE CITY OF LODI. THE ARTS & REC AT THE LAKE FESTIVAL WILL RECEIVE FREE USE OF LODI LAKE FACILITY, AND POLICE SECURITY DAYS OF THE EVENT. FOR THE JULY 4TH FESTIVITY THE OOOOH AHHHH! FESTIVAL THE CITY WILL PROVIDE \$8,000 THAT WILL BE USED FOR THE COMMUNITY FIREWORKS DISPLAY. THE CITY WILL ALSO PROVIDE POLICE SECURITY DAY OF THE EVENT AS WELL AS USE OF LODI LAKE TO STAGE THE EVENT.

THE CITY OF LODI IS IN NO WAY FINANCIALLY OBLIGATED TO THESE EVENTS OTHER THAN THAT STATED ABOVE.

LODI EVENTS, INC.

## *LODI EVENTS, INC*

*Lodi Events, Inc. is a non-profit organization with the sole purpose of providing fund-raising opportunities for local charities through quality community events such as the Arts & Rec at the Lake Festival*

### *The Steering Committee*

*Don Schock  
Bank of Stockton  
Chairman*

*Mary Bagnell  
Lodi Motor Inn*

*Bob Casalengo  
Echo Water*

*Scott Essin  
Lodi Parks & Recreation*

*Len Harrington  
The Reeves Company*

*Phil Lenser  
Edward D. Jones Company*

*Todd Mulbarger  
General Mills*

*John Primasing  
Farmers & Merchants Bank*

*Diana Slawson*

*Bill Wick  
Bank of Lodi*

*Ron Williamson  
Lodi Parks & Recreation*



## *Arts & Rec at the Lake*

*May 28th & 29th, 1994  
10am to 6pm*

*Lodi Lake  
Lodi, California*

*FOR MORE INFORMATION REGARDING  
OPPORTUNITIES AT THIS EVENT*

*The GAMUT Promotions & Advertising, Inc.  
1132 North Hunter  
Stockton, CA 95202  
(209) 466-6653*



## Arts & Rec at the Lake

A brand new community festival for the city of Lodi, California will be held on Memorial Day Weekend, May 28th and 29th, beginning at 10am and concluding at 6pm both Saturday and Sunday. The beautiful Lodi Lake park is the setting for Arts & Rec at the Lake where there will be two full days of all that is good about the wonderful community of Lodi.

Festivities will feature five non-stop entertainment stages that will include polka, country western, jazz, oldies, and kids entertainment. There will be something for every member of the family to enjoy.

In addition to the great entertainment, there will be numerous food booths representing a wide variety of ethnic dishes which will be themed with the entertainment areas. Arts and crafts will be displayed by artisans for everyone to view and purchase.

The Lodi Parks and Recreation Department will coordinate all the recreational activities to be held throughout the festival. Here, kids and kids at heart can participate in many activities normally offered by Parks and Recreation and some created especially for this event.

Come and enjoy The Beach Boardwalk, The Polka Pavilion, Wines of the Region, The International Area, A Country Western Ilo Down, Kids Kamp, and The Trix 5k Run.

Arts & Rec at the Lake... A truly fun experience for

## Arts & Rec at the Lake Highlights

### The Trix Run

It's hard to imagine having more fun than running in the Trix Run. Whether you're a serious runner or simply want to walk, come out and enjoy a good healthy time with the rabbit in sneakers.

The 5k begins on Saturday, May 28th at 8:00am followed at 9:15am with the "Trix is for Kids" half mile run.

### Food

Nowhere else can you find so many diverse ethnic foods. Arts & Rec at the Lake will feature beach boardwalk style concessionaires, German, Mexican, Asian and other International dishes. The Country Western area will host good ol' barbecues. Bring the family and bring your appetite.

### Arts & Crafts

Wonderful arts and crafts will be displayed by artisans including many local crafters. This is truly a unique opportunity to purchase a one of a kind handmade item for yourself or as a gift for someone special.

### Entertainment

Four non-stop stages will delight everyone in attendance. Close your eyes and drift back to the days when the oldies weren't so old, or revel in the upbeat "umpa" sounds in the Polka Pavilion. If Jazz and Big Band is your pleasure, you're in for a treat. Perhaps you like to kick up some dust while you stomp to the sounds of country western. And kids... come let us entertain you on the Kids Kamp stage.

### Activities

Paddle boat rentals, sandcastle building, fishing & flytying demonstrations, sports, and much, much more. Something for the entire family.

## Community Involvement

### The Idea

An idea is born out of desire. A desire to accomplish a goal. So how does a community event develop from a mere idea to a successful festival? The answer is simple - People.

People in the community are the backbone of any successful project like Arts & Rec at the Lake. People who care enough to make changes, people who are proud of their community and want to show off their city, and people who are willing to make the commitment of time and money to bring a festival like Arts & Rec at the Lake to fruition.

### Non-Profit Organizations

Many people are needed to successfully implement an event like Arts & Rec at the Lake. Several hundred people representing local charities will be working at the event with the hopes of raising much needed money for their groups. A successful event means all represented non-profit organizations will share in the net proceeds from the festival.

Other non-profit groups choose to operate a food or merchandise booth, which, with the right product and good attendance, can be a very lucrative

### Sponsors

Businesses play an integral role in the overall success of an event. A good capital base is needed to ensure the event will be designed in such a manner that it provides the best entertainment value, safety and security, and to initiate other revenue generating opportunities at the event.

It is for this reason that financial support from the business community is so crucial. What does a corporate sponsorship do for the sponsor? Two things. One, it provides the sponsor with an opportunity to do something good, something positive for the community. And two, the sponsor receives quality exposure for their part in the festival. Your contribution of any amount is a true investment in your business and your community.